

**APPROVAL OF PROVISION FOR A 50% VENDOR TO PROVIDE INCENTIVE ITEMS
ADDENDUM TO AGREEMENT BETWEEN**

**(CONTRACT I.D. #)
(CORPORATE NAME OR INDIVIDUAL OWNER NAME)**

AND

**THE STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
WIC PROGRAM**

1. This Addendum is hereby incorporated into the above Agreement and shall allow the 50% vendor to provide incentive items. Authorization to provide incentive items shall begin on the date the WIC Program signs the Addendum. The 50% vendor is only authorized to provide approved incentive items for the duration of the Vendor Agreement contract period.
2. Incentive items shall be of nominal value. Nominal value means the items shall have a wholesale cost of less than two dollars. The 50% vendor shall only offer the allowable incentive items when the 50% vendor can purchase the incentive items from a wholesaler at a cost of less than two dollars.
3. Approved incentive items shall include only the following:
 - (1) Prepackaged fresh fruit and vegetables, purchased from a wholesaler.
 - (2) 14-ounce to 16-ounce cans of any brand or variety of mature beans; mature peas; lentils; or baked beans in the plain, with pork, with bacon, or vegetarian varieties, purchased from a wholesaler.
 - (3) Any variety of prepackaged uncooked, plain, dried, mature beans, peas, or lentils purchased from a wholesaler.
 - (4) Commercially made, prepackaged, 100 percent corn tortillas, purchased from a wholesaler.
 - (5) Commercially made, prepackaged, whole wheat bread, purchased from a wholesaler. Whole wheat or whole wheat flour shall be the first item in the ingredient list on the product label for it to qualify as whole wheat bread.
 - (6) 6-ounce cans of chunk light, water-packed tuna purchased from a wholesaler.

4. 50% vendor may offer, no more than once per calendar day, approved incentive items to a participant family, as defined in Section 40629. The total wholesale cost of the approved incentive items given to a participant family on one calendar day shall be less than two dollars.
5. 50% vendor shall provide approved incentive items to a participant only at the time of the food instrument transaction.
6. 50% vendor shall not discriminate against a participant with regard to any restrictions on incentive items and shall not provide different incentives to other customers.
7. 50% vendor shall not offer to a participant any services except assisting the participant with obtaining items from shelves or display cases, bagging purchased items, or assisting participants with packages to their vehicle.
8. 50% vendor shall not collect any personal information from the participant in order to receive an incentive item. Personal information means information that identifies or describes a participant such as: name; address; telephone number; social security number; driver's license; physical description; education; financial information; employment history; medical history; and WIC Program appointment information. Personal information does not include the identification provided by the WIC Program to the participant that identifies them as a participant.
9. 50% vendor shall maintain the invoice for each incentive item offered for a period of three years from the date of purchase. Each invoice shall indicate the specific incentive items purchased; the quantity of the incentive items purchased; the purchase price by unit of the incentive items purchased; and the total purchase price of the incentive items purchased. Each invoice shall include the name, address and telephone number of the wholesaler; the name and address of the 50% vendor; and the date when the 50% vendor took delivery of the incentive items.
10. The 50% vendor acknowledges and agrees that the WIC Program shall monitor the 50% vendor for adherence to this Addendum.
11. Upon request, the 50% vendor shall provide invoices for incentive items to agents of the State, the WIC Program, and the Comptroller General of the United States.

12. Failure to comply with provisions of this Addendum shall result in termination of the Vendor Agreement.
13. 50% vendor has read, understands, and agrees to follow all the terms of the Vendor Agreement Addendum. The undersigned certifies that he/she has the full legal authority to bind the 50% vendor in this Addendum.

Signature	Date Signed
Sole Owner	
Partner (All partners in the partnership agreement are required to sign)	
Partner	
Partner	
Partner	
Limited Liability Company (Two signatures required)	
1.	
Limited Liability Company (Two signatures required)	
2.	
Corporation (Two signatures required)	
1.	
Corporation (Two signatures required)	
2.	
Signature of Chief, WIC Supplemental Nutrition Branch, or Designee	